

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman-(954) 797-1016

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE TOWN AND PARKSIDE CONCESSIONS, INC. FOR CONCESSIONAIRE SERVICES AT VARIOUS PARK LOCATIONS AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 .

**REPORT IN BRIEF:**

The Town has an existing contract with Parkside Concessions, Inc. to provide concessionaire services at various park locations. The Town is adding four (4) new concession stands at Pine Island Park. The original contract has an option to extend the contract for three (3) additional years by mutual agreement of the parties. The Town has been satisfied with the services provided by Parkside Concessions, Inc. The Town wishes to extend the contract and include the operation of the four (4) new stands into this contract agreement. In the first year of the contract extension, the concessionaire will pay The Town \$1,500/mo. for the exclusive rights to operate the concession stands at the defined park locations. The payment to the Town will increase in years two and three based on athletic program attendance.

**PREVIOUS ACTIONS:**

Town Council approved the contract with Parkside Concessions, Inc. by Resolution R-98-272.

**CONCURRENCES:**

The contract document has been reviewed by the Procurement Manager, the Public Works Director, and the Parks and Recreation Director.

**FISCAL IMPACT:**

Has request been budgeted? n/a

If yes, expected cost-

Account Name:

Additional Comments: This agreement provides revenue to the Town

**RECOMMENDATION(S):**

Motion to approve the resolution.

**Attachment(s):**

Resolution

Two (2) copies of the contract amendment number 1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE TOWN AND PARKSIDE CONCESSIONS, INC. FOR CONCESSIONAIRE SERVICES AT VARIOUS PARK LOCATIONS AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1.

WHEREAS, the Town awarded a contract for concessionaire services at various park locations by Resolution R-98-272; and

WHEREAS, the Town and the contractor wish to exercise a contractual option to extend the agreement; and

WHEREAS, amendments are required to accommodate changes to the contract; and

WHEREAS, after review, the Town Council wishes to approve the revised contract terms and agrees to extend the contract between The Town and Parkside Concessions, Inc. through September 2, 2004.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council wishes to approve the revised contract terms and agrees to extend the contract between The Town and Parkside Concessions, Inc. through September 2, 2004 and also authorizes the Mayor to execute Amendment Number 1 which is attached hereto and identified as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE TOWN OF  
DAVIE AND PARKSIDE CONCESSIONS, INC. FOR CONCESSIONAIRE  
SERVICES AT PARK LOCATIONS**

THIS AMENDMENT NUMBER 1, made and entered into the 1st day of August  
2001, by and between:

TOWN OF DAVIE, FLORIDA  
a municipal corporation  
6591 Orange Drive  
Davie, Florida 33314  
(hereinafter referred to as "TOWN")

AND

PARKSIDE CONCESSIONS, INC.  
6140 SW 44 STREET  
DAVIE, FLORIDA 33314  
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the Town and the Contractor desire to amend their original  
agreement approved by Resolution R-98-272; and

NOW, THEREFORE, in consideration of the benefits provided by  
CONTRACTOR to the citizens of Davie and the covenants and conditions herein expressed and  
the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall  
terminate on September 2, 2004.

Section 3. ADDITIONAL CONCESSION STANDS

3.01 CONTRACTOR will operate the four (4) new concession stands at Pine Island  
Park/Bamford Sports Complex in addition to concession stands awarded in the original contract

#### Section 4. CONSIDERATION

4.01 The CONTRACTOR shall pay the TOWN the sum of \$1500.00 per month during the first year of the renewal period for the exclusive right to operate the aforementioned concession stands. The \$1500.00 per month is based upon 1800 participants in the Town of Davie sports programs.

4.02 Should the number of participants in the sports programs reach or exceed 2600 anytime during the second year, the CONTRACTOR will pay the TOWN \$1800.00 per month from that point on throughout the second year.

4.03 Should the number of participants in the sports programs reach or exceed 3000 anytime during the third year, the CONTRACTOR will pay the TOWN \$2100.00 per month from that point on throughout the third year of the renewal term.

#### Section 5. RESPONSIBILITIES OF TOWN

5.01 The TOWN will install and maintain ice making machines for each of the four (4) new concession stands.

5.02 The existing ice merchandiser located at the existing concession building will remain and the TOWN will provide space for an additional ice merchandiser at the new maintenance building.

5.03 The existing storage container located near the football field will remain and the TOWN will provide space for an additional storage container at the new maintenance building.

5.04 The TOWN will provide a hook-up for an electric cart.

#### Section 6. RESPONSIBILITY OF CONTRACTOR

6.01 The CONTRACTOR will comply with provisions of the TOWN'S exclusive soft drink agreement with The Coca-Cola Company.

6.02 The CONTRACTOR will be responsible for supplying each of the four (4) new stands with coffee machines, lemonade squeezers, condiment servers, ovens, small wares, hotdog cookers, grills, etc.

6.03 The CONTRACTOR will purchase four (4) commercial quality upright refrigerators and four (4) 20 cubic ft. frost free upright freezers for the four (4) new stands. The TOWN will give the CONTRACTOR \$3,444.00 which represents the budgeted amount for residential quality refrigerators and freezers which the TOWN planned to purchase. All commercial quality refrigerators and freezers will become the property of the TOWN at the end of the contract term.

#### Section 7. VENDING MACHINES

7.01 The Coca-Cola Company will install vending machines near all concession buildings. All vending machines will be equipped with a manual "shut off" devices which will be controlled by the CONTRACTOR so that vending will be restricted during all hours that the concession stands are open and operating.

Except as expressly modified herein, all terms and conditions of the original agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract Amendment.

Witness:

MARKS, cc Concessions  
Contractor

[Signature]

Peter J. Dot  
BY

Pres  
Title

Date: 2/11/01

OWNER

Town of Davie, a Florida  
Municipal Corporation

ATTEST:

Russell Muniz  
Town Clerk

Harry Venis  
Mayor

(Seal)

Council Approved: \_\_\_\_\_  
Date